

MEMORANDUM

Engineering Division



Date: May 28, 2003
To: Mike McNeely, City Engineer
Darryl Wong, Principal Civil Engineer *[Signature]*
From: Marilyn Nickel, Associate Civil Engineer *MJN*
Subject: County Agreements for increase in Countywide AB 939 Implementation Fees and for Household Hazardous Waste Program Management

RECOMMENDATIONS:

1. Approve agreement for reauthorization of the Countywide AB 939 Implementation Fees with a fee increase of \$0.55 per ton for a total of \$3.35 per ton effective July 1, 2003 through June 30, 2006.
2. Approve renewal of agreement with the Santa Clara Department of Environmental Health for County-wide Household Hazardous Waste Collection Program and administration of household hazardous waste services effective July 1, 2003 through June 30, 2006

BACKGROUND:

The California Integrated Waste Management Act of 1989 (AB 939) and subsequent legislation requires cities and counties to prepare, adopt and implement plans to reduce disposal of wastes in landfills. The Act also requires jurisdictions to plan and implement programs to properly manage household hazardous waste (HHW). The recommendation is for continuation of regional countywide household hazardous services and for reauthorization and increase of funding to help meet the requirements of AB 939.

AB 939 Implementation Fees

These fees are composed of two parts; the program management fee and the household hazardous waste (HHW) program fee. The recommendation is to increase the program management fee from \$1.30 to \$1.50 per ton and the HHW fee from \$1.50 to \$1.85 per ton for a total increase from \$2.80 to \$3.35 per ton.

The program management fee has been collected by the County since 1992, when the initial \$1.00 per ton fee was established. The fee increased twice, \$1.15 in 1994, and then to the current level of \$1.30 per ton in 1996. This fee is assessed on all wastes landfilled within the County. Fee revenues are distributed to jurisdictions quarterly for the purpose of funding jurisdiction-specific programs required for meeting AB 939 waste stream diversion goals. The successful diversion program and the impacts of the slow economy have reduced the tonnage disposed reducing revenues while program costs have not decreased. It is recommended to increase this fee by \$0.20 to \$1.50 per ton effective July 1, 2003. The City would receive about \$100,000 which is used to defray some of the costs of the solid waste program (refer to page 41 of the 03-04 Preliminary Budget, line item 280-3139).

The portion of the fee dedicated to support the HHW program would increase from \$1.50 to \$1.85 per ton of disposed waste. The program is experiencing both increased regulatory requirements and community participation. This level is sufficient to meet the Milpitas contribution to the County-wide HHW program.

HHW Collection Program

The Santa Clara County Department of Environmental Health has operated the Household Hazardous Waste Collection Program for local jurisdictions in Santa Clara County since October 1991. The current agreement expires June 30, 2003. The program was created by a cooperative effort of Santa Clara County and the cities to provide for legal, convenient, and economical services to enable residents to safely dispose of unwanted hazardous household products such as paints, solvents, pesticides, cleaning chemicals, aerosols, automotive fluids, and batteries.

The County coordinates mobile hazardous waste drop off events and collection of household hazardous waste at permanent facilities. The last Milpitas mobile drop off event was conducted on March 22, 2003, and the event is next tentatively scheduled for March 27, 2004. Milpitas residents may also dispose of hazardous waste at one of the permanent facilities in San Jose, Sunnyvale, and San Martin on various Saturdays by appointment.

ANALYSIS:

The revenues raised by the increased fees fund the basic County HHW Program and some city services. There will be increased costs to disposal facility operators and/or their customers. Under the City's contract with BFI, these increases do not affect the current city budget. They are treated as extraordinary costs and are recovered through customer rates at the next solid waste rate negotiations in 2004.

Because the County collects the Countywide AB 939 Implementation Fees on behalf of other jurisdictions, each jurisdiction contracts with the County for the collection and distribution of the Fees. All cities must approve an Agreement for Countywide AB 939 Implementation Fees by July 1, 2003. City staff recommends support for the proposed reauthorization and increase of the County Agreements for AB 939 Implementation Fees and the Household Hazardous Waste program.

**AGENCY AGREEMENT FOR COUNTYWIDE
AB 939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2003. The term CITIES may refer to CITIES collectively or individually.

RECITALS

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan; and

WHEREAS, the Board of Supervisors established the Countywide AB939 Implementation Fee effective July 1, 1992 to fund local costs of preparing, adopting, and implementing integrated waste management plans and programs; and

WHEREAS, the Recycling and Waste Reduction Commission of Santa Clara County has determined that a Countywide AB 939 Implementation Fee (Fee) is necessary, pursuant to Public Resource Code 41901, to assist in funding the costs of preparing, adopting, and implementing integrated waste management plans and programs in the fifteen cities and the unincorporated area of the county; and

WHEREAS, the Fee shall be imposed on each ton of waste disposed of at landfills located within the county or taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills located outside of Santa Clara County; and

WHEREAS, state law requires jurisdictions to plan and implement household hazardous waste (HHW) services; and

WHEREAS, HHW programs provide household hazardous waste management services to residents of Santa Clara County which services are necessary to enable jurisdictions to meet the requirements of state law; and

WHEREAS, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of HHW in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze and car batteries; and

WHEREAS, the Recycling and Waste Reduction Commission has determined that a Household Hazardous Waste Fee be collected as part of the AB939 Implementation Fee to provide the necessary funding to operate the household hazardous waste programs in Santa Clara County; and

WHEREAS, the County will collect the Fee on behalf of the fifteen cities and the unincorporated area and will apportion the Fee according to the terms of this Agreement.

NOW, THEREFORE, CITIES and COUNTY OF SANTA CLARA AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$3.35 per ton of waste to be disposed. The Fee is divided into two parts 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the county; and 2) a HHW Fee of \$1.85 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among jurisdictions as described in Exhibit B. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program and Participating Jurisdictions as described in Exhibit C. The Fee shall be imposed on each ton of waste disposed of at landfills located within the county or taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills located outside of Santa Clara County. Non-disposal facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element).

2. SERVICES PROVIDED BY COUNTY

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Integrated Waste Management Division. The COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

3. ROLE OF CITIES

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions within 30 days of receipt.

4. COLLECTION AND USE OF FEE

Each ton of waste will be subject to the Fee at the non-disposal facility or landfill, but not at both locations. Best efforts will be made to prevent tonnage from being assessed a double fee (once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall assist in funding the costs of each city's share of HHW operations.

5. INSURANCE

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

6. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that pursuant to Government Code Section 895.4 each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement.

Additionally, CITY shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees, arising from misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and employees with respect to any actions brought by third parties based on COUNTY's negligence in the collection or distribution of said Fees.

7. DISTRIBUTION OF FEE

COUNTY shall distribute the Fee to CITIES and the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-

disposal facility payments and disposal documentation required for calculation of Fee distribution amounts. Distributions shall begin in December 2003, and continue quarterly through August 2006.

8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. Regardless of whether CITIES enter into the Agreement, CITIES's share of funds collected for Abandoned Waste Disposal Costs will be paid directly to the Countywide HHW Program as described in Exhibit C.

9. LATE PAYMENTS

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

10. ACCOUNTING

COUNTY shall maintain records of all transactions related to collection and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, and payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES.

11. REQUEST FOR REVIEW

In the event CITIES have a dispute regarding the calculation of its share of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.

12. EFFECTIVE DATE OF AGREEMENT

This agreement takes effect only upon approval by all fifteen cities and the COUNTY.

13. AMENDMENT

This Agreement may be amended only by an instrument signed by all the parties.

14. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

15. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2003, to August 31, 2006, or until all funds from the last quarter's Fee payments have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2003. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2006.

16. EXTENSION OF TERM

This Agreement may be extended in three-year extensions upon written agreement of COUNTY and CITIES.

17. NOTICES

All notices required by this Agreement must be written and will be deemed given when delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section. See Attachment F for list of City Contacts.

City of _____

Contact: _____

Title: _____

Address: _____

County of Santa Clara

Contact: Manager, Integrated Waste Management Division
 1735 N. First Street, Suite 275
 San Jose, CA 95112

18. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this **AGENCY AGREEMENT FOR
COUNTYWIDE AB 939 IMPLEMENTATION FEE** on the dates as stated below:

"COUNTY"

COUNTY OF SANTA CLARA,
a political subdivision of the
State of California

By: _____
Donald F. Gage, Chairperson,
Board of Supervisors

Date: _____

ATTEST:

Phyllis Perez, Clerk,
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

 4/30/03

Kathy Kretchmer
Deputy County Counsel

Date

"CITY"

CITY OF _____
a municipal corporation.

by: _____

Title: _____ Date

EXHIBIT A

LANDFILLS LOCATED IN SANTA CLARA COUNTY

Guadalupe Rubbish Disposal Site
Kirby Canyon Sanitary Landfill
Newby Island Sanitary Landfill
Owens–Corning Fiberglas Landfill
Palo Alto Refuse Disposal Area
Zanker Road Landfill
Pacheco Pass Sanitary Landfill

NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN SANTA CLARA COUNTY

City of Palo Alto Green Composting Facility
Material Recovery Systems Facility
Newby Island Compost Facility
Zanker Materials Processing Facility
The Recyclery at Newby Island
San Martin Transfer Station
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)
Z-Best Composting Facility
GreenWaste Recovery Facility
ComCare Farms Composting Facility
Pacheco Pass Landfill Composting Facility
Butterick Enterprises Recyclery
Premier Recycling Facility

EXHIBIT B

FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE

Each jurisdiction located in Santa Clara County and signatory to this agreement will receive \$1.50 per ton of solid waste generated within its jurisdiction and disposed of in landfills or taken to non-disposal facilities located in Santa Clara County for disposal outside of the County, as documented in quarterly reports submitted by the County to the State Disposal Reporting System.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

EXHIBIT C

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE PROGRAM HHW FEE (HHW Fee)

1. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The HHW Fee of \$1.85 per ton collected as part of the AB939 Implementation Fee will be the primary source of HHW Program funding.

Funds derived from the HHW Fee will be allocated among four types of HHW service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the Department of Finance, Demographic Research Unit in their most recent Report E-1, "Population Estimates for California Cities and Counties."
- B. Abandoned Waste Disposal Cost will be apportioned based on the number of households in all cities and towns in Santa Clara County and in the unincorporated area of the county.
- C. Variable Cost Per Car to provide a base level service to 3% of households in all jurisdictions participating in the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM (Participating Jurisdictions).
- D. Discretionary Funding will be apportioned based on tonnage generated per Participating Jurisdiction.

2. FIXED PROGRAM COST

Funds will be distributed on a per household basis for fixed program costs. This portion of the funds shall be distributed directly to the Countywide HHW Program except for jurisdictions not participating in the program. Fixed program costs funding will be calculated at \$1.22, \$1.27, and \$1.32 per household for fiscal years 2004 through 2006 respectively. Fixed program costs may include, but are not limited to 4.5 full-time equivalent staff members, facility leasing costs, vehicle lease costs, office supplies, county administrative overhead, training costs, equipment and facility maintenance, union negotiated salary and benefit increases and state mandated facility closure costs.

3. ABANDONED WASTE DISPOSAL COST

Funds shall be distributed on a per household basis for abandoned waste disposal at \$0.17 per household. This portion of the funds shall be distributed directly to the Countywide HHW Program. All jurisdictions throughout the COUNTY contribute to this cost including jurisdictions not participating in the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. The abandoned waste disposal cost portion will fund disposal of HHW illegally abandoned at nonprofit charitable reuse organizations. For the purposes of this agreement, the PUBLIC RESOURCES CODE SECTION 41904 defines a nonprofit charitable reuse organizations as follows:

(1) "Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

4. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County HHW Collection Facilities and Mobile Events. This portion of the funds shall be distributed directly to the Countywide HHW Program except for jurisdictions not participating in the program. The Variable Cost Per Car is estimated to be approximately \$60 per car for Fiscal Year 2004. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed costs and abandoned waste costs are allocated on a per household basis, the variable cost per car will be used to calculate the costs to service 3% of households across all Participating Jurisdictions. If the level of 3% of households is not reached, the Countywide HHW Program will use the remaining balance of funds, in cooperation with the CITIES, to increase public outreach and/or provide additional services in that jurisdiction the following year.

5. DISCRETIONARY FUNDING

The Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction and after allocation of fixed cost, abandoned waste disposal cost and variable per car cost. Discretionary Funds will be paid as directed by each jurisdiction. Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in the jurisdiction by the Countywide HHW Program, subsidizing curbside used motor oil collection, funding HHW public education, or providing special programs such as door-to-door collection of HHW for the elderly and/or disabled.

6. PROGRAM FUNDING PASS-THROUGH

Annual funding calculations include HHW Fees collected on behalf of all County jurisdictions. CITIES, at their option, may participate in the Countywide HHW Program by entering into the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. CITIES NOT participating in the Agency Agreement will receive their pro-rata share of funding received by the COUNTY from the HHW Fee, with the exception of funds for the abandoned waste disposal cost, described above.

If CITIES NOT participating in the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to permit residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the published rates charged to Conditionally Exempt Small Quantity Generators will be billed to the CITIES. A CITIES' representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. The pro-rata share of liability will be shared as defined in Section 6 of the AGENCY AGREEMENT FOR COUNTYWIDE AB 939 IMPLEMENTATION FEE.

**AGENCY AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the _____ (CITY or Participating Jurisdiction) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2003.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the county and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes, regardless of the specific location at which an event has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze and car batteries. Residents of the CITY listed above will be eligible to bring household hazardous wastes to any household hazardous waste collection event where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY'2004 through FY'2006 (July 1, 2003 - June 30, 2006); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 3% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Fee (HHW Fee), as authorized by Public Resources Code 41901, to be collected at \$1.85 on each ton of waste disposed of at landfills located within the county or taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills located outside of Santa Clara County.

NOW, THEREFORE, CITY and COUNTY OF SANTA CLARA AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

2. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The HHW Fee, of \$1.85 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB 939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the Department of Finance, Demographic Research Unit in its most recent Report E-1, "Population Estimates for California Cities and Counties."
- B. Abandoned Waste Disposal Cost will be apportioned based on the number of households in all cities and towns in Santa Clara County and in the unincorporated area of the County.
- C. Variable Cost Per Car to provide a base level service to 3% of households in all participating jurisdictions.
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

The projected HHW Fee funding allocation by jurisdiction is set out in Attachment A.

3. FIXED PROGRAM COST

Fixed Program Costs shall be \$1.22, \$1.27 and \$1.32 per household per jurisdiction for fiscal years 2004, 2005 and 2006 respectively. Fixed Costs are projected for Fiscal Year 2004 through 2006 in Attachment B. Fixed Program Costs may include, but are not limited to five (5) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, program publicity, training costs, equipment and facility maintenance and union negotiated salary and benefit increases.

4. ABANDONED WASTE DISPOSAL COST

Abandoned Waste Disposal Costs will be \$0.12 per household for all households in the cities and towns of Santa Clara County and in the unincorporated area of the County. The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations defined in PUBLIC RESOURCES CODE SECTION 41904.

5. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$60 per car for Fiscal Year 2003. The estimated cost per car will be adjusted annually to reflect actual service costs. After Fixed Program Costs and Abandoned Waste Disposal Costs are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 3% of households across all participating jurisdictions. If the level of 3% of households is not reached in a particular jurisdiction, the CoHHW Program will use the remaining balance of funds, in cooperation with the CITY that has less than 3% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

6. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, Abandoned Waste Disposal Costs, and Variable Per Car Costs. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, emergency HHW services, funding HHW public education, or providing special programs such as door-to-door collection of HHW for the elderly and/or persons with disabilities.

7. ADMINISTRATION AND PAYMENT OF HHW FEE

The Santa Clara County Integrated Waste Management Program (IWMP) will administer the HHW Fee, as part of the existing landfill billing system. Administration and payment will be made in accordance with the AGENCY AGREEMENT FOR COUNTYWIDE AB 939 IMPLEMENTATION FEE.

8. PROGRAM PUBLICITY

The CoHHW Program shall have responsibility for developing and coordinating countywide awareness of HHW and Oil Recycling Programs. CoHHW Program public awareness responsibilities shall include, but not limited, to the following activities:

- Serving as the formal contact to the major media.
- Providing participating jurisdictions with educational materials developed for the CoHHW Program.
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions.
- Representing the program through educational presentations for schools and businesses and attendance at community events such as local fairs and festivals.
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.
- Public education material distribution

CITY public awareness responsibilities, at the sole discretion of the CITY, shall include, but not limited to the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication.
- Adapting and distributing the media relations materials developed by the CoHHW Program to local newsletters, newspapers and to the electronic media.
- Providing the CoHHW Program with a copy of locally produced materials.
- Conducting supporting outreach and publicity to attain the 3% goal of household participation.

9. DELEGATION OF AUTHORITY

The Board of Supervisors delegates all CoHHW Program management to the Department of Environmental Health. The Director of the Department of Environmental Health has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional services provided on a cost recovery basis and to terminate any contracts as warranted. All contracts/agreements/amendments shall first be approved by County Counsel.

10. TEMPORARY HHW EVENTS:

COUNTY shall conduct HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Events and

shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at Events.

11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at three County Household Hazardous Waste Collection Facilities (CoHHWCF). The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge. The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected. The CoHHW Program will schedule an adequate number of collection days to provide service to 3% of households in each participating jurisdiction.

The CoHHWCFs are located at:

- ◆ *Sunnyvale Recycling Center, 164 Carl Road., Sunnyvale*
- ◆ *Tenth Street Center, 1600 10th Street, San Jose*
- ◆ *San Martin, 13055 Murphy Avenue*

12. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CESQG collection events, which will be scheduled at the CoHHWCF. This program will not be subsidized by participating jurisdictions. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for collecting fees from participating businesses. See Attachment D, titled Santa Clara County CESQG Drop-off Price List. The Santa Clara County CESQG Drop-off Price List is subject to change at the discretion of County to reflect increases or decreases in CoHHW Program costs.

13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and nonprofit charitable reusers. Abandoned HHW means a HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a

fee. Government agencies will be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for conditionally exempt small quantity generators (CESQGs).

14. NONPROFIT CHARITABLE REUSER

A Nonprofit Charitable Reuser organization, is a nonprofit as defined in Section 501 (c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the Abandoned Waste Disposal Cost funding generated by the AGENCY AGREEMENT FOR COUNTYWIDE AB 939 IMPLEMENTATION FEE (Fee). Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds collected through the Fee in any one fiscal year, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No costs shall be applied to the budget of a participating jurisdiction.

15. WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218.1(e) or as later amended, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals and other common hazardous consumer products.

16. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 12 above shall be accepted.

17. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available upon written agreement between the CITY's authorized representative and the Director of the Department of Environmental Health. Additional services may include, but are not limited to, additional appointments (charged at the variable cost per car rate), Door-to-Door HHW Collection, Used Oil Filter Collection and Abandoned Waste Collection.

CITY agrees to augment up to an additional \$ _____ to the Countywide HHW Program during Fiscal Year 2004 for the purpose of increased resident participation above the 3% service level at the scheduled collection dates listed in Attachment C. Augmentation will be calculated at the Variable Cost Per Car rate which is estimated at \$60.00 per car. Fiscal Year 2005 and FY 2006 funding augmentations shall be agreed upon in writing by the Director of the Department of Environmental Health and the designated CITY representative. Other services will be charged on a cost recovery basis.

If CITY elects to augment funding, COUNTY will bill CITY, at the end of each fiscal quarter for additional resident participation above the 3% service level. Payment is due within 30 days of the invoice date. At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 15. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

18. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m. The information service will register residents for the Temporary HHW Events and CoHHWCF and provide information about hazardous household materials. CITY will be notified when indicated resident participation approaches the 3% base level of service.

19. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of the Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed schedule of Temporary HHW Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 3% level of service in each participating jurisdiction.

20. OUTSIDE FUNDING

During the term of this agreement, COUNTY will seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

21. REGIONAL GRANT PARTICIPATION

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants from the California Integrated Waste Management Board which are available under the California Oil Recycling Enhancement Act of 1991 and all Household Hazardous Waste grants under the California Integrated Waste Management Act. The Countywide HHW Program will act in behalf of all participating jurisdictions, as the lead applicant and grant administrator, and will use the grant funds for the development of a Countywide HHW Program. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

22. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment E will provide clarification to local jurisdictions about delegation of CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of a special emergency event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The plan is set out in Attachment E, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control, and handle wastes in accordance with State law. COUNTY will bill CITY for all special emergency events on a cost recovery basis and all payments shall be due thirty days following the receipt of the invoice.

portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

28. TERMINATION

This Agreement may be terminated by any party upon one-year (365 days) written notice given by the anniversary date of each contract year.

29. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2003, to June 30, 2006, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

30. EXTENSION OF TERM

This Agreement may be extended for succeeding three-year terms if COUNTY and participating jurisdictions so agree in writing.

31. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employee, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

32. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

33. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

34. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

35. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____

Santa Clara County	Ben Gale, Director
	Department of Environmental Health
	PO Box 28070
	San Jose, CA 95129

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT
FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM on the dates as stated below:

"COUNTY"

COUNTY OF SANTA CLARA,
a political subdivision of the
State of California

By: _____
Blanca Alvarado, Chairperson,
Board of Supervisors

Date: _____

ATTEST:

Phyllis Perez, Clerk,
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Kathy Kretzhmer 4/30/03
Kathy Kretzhmer Date
Deputy County Counsel

"CITY"

CITY OF _____
a municipal corporation.

by: _____

Title: Date

Attachments:

- A Projected AB 939 HHW Fee Fiscal Year 2004
- B Estimated HHW Program Fixed Costs by Fiscal Year
- C HHW Schedule For Fiscal Year 2004
- D Santa Clara County CESQG Drop-off Price List
- E Household Hazardous Waste Emergency Collection Plan

ATTACHMENT A

Projected AB 939 HHW Fee Fiscal Year 2004

Jurisdiction	Number of Households 1/1/2002*	% of HHs	Total Tons for AB939 Fee Share**	Annual Revenue (\$1.85/ton)	Fixed Cost at \$1.22 per HH	Non-Profit Cost at 12¢ per HH	Est Variable Cost at \$60/car	City Discretionary Fund
Campbell	16,365	491	39,774	73,582	19,965	1,964	29,457	22,196
Cupertino	19,169	575	38,216	70,700	23,386	2,300	34,504	10,509
Gilroy	12,857	386	44,340	82,029	15,686	1,543	23,143	41,658
Los Altos	10,774	323	20,793	38,467	13,144	1,293	19,393	4,637
Los Altos Hills	2,848	85	3,839	7,102	3,475	342	5,126	-1,841
Los Gatos	12,490	375	28,225	52,216	15,238	1,499	22,482	12,998
Milpitas	17,639	529	62,511	115,645	21,520	2,117	31,750	60,259
Monte Sereno	1,247	37	1,358	2,512	1,521	150	2,245	-1,403
Morgan Hill	11,479	344	35,300	65,305	14,004	1,377	20,662	29,261
Mountain View	32,780	983	60,733	112,356	39,992	3,934	59,004	9,427
Palo Alto	26,841	805	73,530	136,031	0	3,221	0	132,810
San Jose	288,470	8,654	679,708	1,257,460	351,933	34,616	519,246	351,664
Santa Clara	40,319	1,210	129,425	239,436	49,189	4,838	72,574	112,835
Saratoga	10,803	324	20,035	37,065	13,180	1,296	19,445	3,143
Sunnyvale	54,077	1,622	105,412	195,012	65,974	6,489	97,339	25,210
Unincorporated	31,867	956	59,709	110,462	38,878	3,824	57,361	10,399
Countywide Totals	590,025	17,701	1,402,908	2,595,380	687,084	70,803	1,013,731	823,761

Attachment B

ESTIMATED HHW PROGRAM FIXED COSTS BY FISCAL YEAR

FIXED COST		2004	2005	2006
Staff Salary And Benefits	HMPM,HMS,2HMT,Acct	\$420,000	\$440,000	\$460,000
County Admin Overhead	24% of Salary above	\$100,800	\$105,600	\$110,400
County Counsel		\$4,600	\$5,000	\$5,000
Phones and Communications		\$10,000	\$10,000	\$10,000
Office Rent		\$25,000	\$25,000	\$25,000
Facilities Lease Costs	SM,SJ,Sun	\$25,000	\$25,000	\$25,000
Facility Impact Fee	\$2.00 per car	\$33,000	\$37,000	\$40,000
Vehicle Lease Costs		\$20,000	\$20,000	\$20,000
Office Supplies		\$11,000	\$12,000	\$12,000
Maintenance		\$10,000	\$10,000	\$10,000
Program Publicity		\$25,000	\$25,000	\$25,000
Staff Training		<u>\$3,000</u>	<u>\$3,000</u>	<u>\$3,000</u>
ESTIMATED ANNUAL TOTAL		\$687,400	\$717,600	\$745,400

HHW SCHEDULE FOR FISCAL YEAR 2004

2003/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Friday	4	NO EVENT	NO EVENT	FOURTH OF JULY
	Saturday	5	NO EVENT	NO EVENT	FOURTH OF JULY
	Friday	11	SAN JOSE	PERMANENT	
	Saturday	12	SAN JOSE	PERMANENT	
	Saturday	19	SUNNYVALE	PERMANENT	
	Friday	25	SAN JOSE	PERMANENT	
	Saturday	26	SAN JOSE	PERMANENT	
August	Friday	1	SAN MARTIN	PERMANENT	
	Saturday	2	SAN MARTIN	PERMANENT	
	Friday	8	SAN JOSE	PERMANENT	
	Saturday	9	SAN JOSE	PERMANENT	
	Saturday	16	SUNNYVALE	PERMANENT	
	Saturday	23	CUPERTINO	TEMPORARY	
	Saturday	30	NO EVENT	NO EVENT	LABOR DAY-SEPT 1
September	Friday	5	SAN MARTIN	PERMANENT	
	Saturday	6	SAN MARTIN	PERMANENT	
	Friday	12	SAN JOSE	PERMANENT	
	Saturday	13	SAN JOSE	PERMANENT	
	Saturday	20	SUNNYVALE	PERMANENT	
	Saturday	27	SANTA CLARA	TEMPORARY	
October	Friday	3	SAN MARTIN	PERMANENT	
	Saturday	4	SAN MARTIN	PERMANENT	
	Friday	10	SAN JOSE	PERMANENT	
	Saturday	11	SAN JOSE	PERMANENT	
	Saturday	18	SUNNYVALE	PERMANENT	
	Saturday	25	WEST VALLEY	TEMPORARY	
November	Friday	31	SAN MARTIN	PERMANENT	
	Saturday	1	SAN MARTIN	PERMANENT	
	Friday	7	SAN JOSE	PERMANENT	
	Saturday	8	SAN JOSE	PERMANENT	
	Saturday	15	SUNNYVALE	PERMANENT	
	Friday	21	SAN JOSE	PERMANENT	
	Saturday	22	SAN JOSE	PERMANENT	
	Saturday	29	NO EVENT	NO EVENT	27 & 28 THANKSGIVING
December	Friday	5	SAN MARTIN	PERMANENT	
	Saturday	6	SAN MARTIN	PERMANENT	
	Friday	12	SAN JOSE	PERMANENT	
	Saturday	13	SAN JOSE	PERMANENT	
	Saturday	20	SUNNYVALE	PERMANENT	
	Saturday	27	NO EVENT	NO EVENT	DEC 25 CHRISTMAS
2004/Jan	Friday	2	NO EVENT	NO EVENT	JAN 1 NEW YEARS
	Saturday	3	NO EVENT	NO EVENT	
	Friday	9	SAN JOSE	PERMANENT	
	Saturday	10	SAN JOSE	PERMANENT	
	Saturday	17	SUNNYVALE	PERMANENT	
	Friday	23	SAN JOSE	PERMANENT	
	Saturday	24	SAN JOSE	PERMANENT	
	Friday	30	NO EVENT	NO EVENT	
	Saturday	31	NO EVENT	NO EVENT	

Attachment C

HHW SCHEDULE FOR FISCAL YEAR 2003/ 2004-continued

2004/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
February	Friday	6	SAN MARTIN	PERMANENT	
	Saturday	7	SAN MARTIN	PERMANENT	
	Friday	13	SAN JOSE	PERMANENT	
	Saturday	14	SAN JOSE	PERMANENT	
	Saturday	21	SUNNYVALE	PERMANENT	
	Friday	27	SAN JOSE	PERMANENT	
	Saturday	28	SAN JOSE	PERMANENT	
March	Friday	5	SAN MARTIN	PERMANENT	
	Saturday	6	SAN MARTIN	PERMANENT	
	Friday	12	SAN JOSE	PERMANENT	
	Saturday	13	SAN JOSE	PERMANENT	
	Saturday	20	SUNNYVALE	PERMANENT	MOUNTAIN VIEW
	Saturday	27	MILPITAS	TEMPORARY	
April	Friday	2	SAN MARTIN	PERMANENT	
	Saturday	3	SAN MARTIN	PERMANENT	
	Friday	9	SAN JOSE	PERMANENT	
	Saturday	10	SAN JOSE	PERMANENT	
	Saturday	17	SUNNYVALE	PERMANENT	
	Saturday	24	SANTA CLARA	TEMPORARY	
May	Friday	30	SAN MARTIN	PERMANENT	
	Saturday	1	SAN MARTIN	PERMANENT	
	Friday	7	SAN JOSE	PERMANENT	
	Saturday	8	SAN JOSE	PERMANENT	
	Saturday	15	SUNNYVALE	PERMANENT	
	Saturday	22	LOS ALTOS	TEMPORARY	
June	Saturday	29	NO EVENT	NO EVENT	MAY 24 MEMORIAL DAY
	Friday	4	SAN MARTIN	PERMANENT	
	Saturday	5	SAN MARTIN	PERMANENT	
	Friday	11	SAN JOSE	PERMANENT	
	Saturday	12	SAN JOSE	PERMANENT	
	Saturday	19	SUNNYVALE	PERMANENT	
	Friday	25	SAN JOSE	PERMANENT	
	Saturday	26	SAN JOSE	PERMANENT	

SUBJECT TO CHANGE

Attachment D

SANTA CLARA COUNTY CESQG DROP-OFF PRICE LIST

HAZARD CATEGORY	DESCRIPTION OF WASTES	ESTIMATE COST
RECYCLE	MOTOR OIL	FREE
	ANTIFREEZE, TRANSMISSION FLUID, HYDRAULIC OIL	\$3.00/GAL
	CAR BATTERIES	\$5.00 EACH
	PCB LIGHT BALLASTS	\$5.50/LB
	MIXED BATTERIES	\$5.50/LB
AEROSOL	AEROSOL CANS	\$4 EA
FLAM LIQUID WITHOUT SOLIDS	POURABLE LIQUIDS--ALCOHOLS, SOLVENTS, GASOLINE, ACETONE, MEK, KEROSENE, DIESEL, CLEAN PAINT THINNER (SLUDGE FREE)	\$7.00/GAL
LATEX	LATEX PAINT GAL. CHARGED BY AMOUNT OF PAINT (BULKED)	\$8.00/GAL
	QTS. CHARGED BY CONTAINER, REGARDLESS OF AMT. OF PAINT	\$2/ QUART CONTAINER
FLAM LIQUIDS WITH SOLIDS/ HIGH VISCOCITY OIL	POURABLE LIQUIDS WITH SOLIDS--INK (LIQUID), FLUX, DIRTY PAINT THINNER, OIL WITH WATER, MACHINE OIL, COMPRESSOR OIL	\$10/GAL
	OIL BASE PAINT	\$2/ QUART CONTAINER \$10/ 1 GAL CONTAINER
	CONTAINER CHARGE, PRICE REGARDLESS OF AMOUNT OF MATERIAL	\$50/ 5 GAL CONTAINER
	ADHESIVES, ROOFING TAR, SLUDGES/SOLIDS, GREASE, EPOXY PART A (RESIN), INK(POWDERED), EPOXY, RESINS, GLUE	\$2/ QUART CONTAINER \$10/ 1 GAL CONTAINER
	CONTAINER CHARGE, PRICE REGARDLESS OF AMOUNT OF MATERIAL	\$50/ 5 GAL CONTAINER
LAB PACK	LAB CHEMICALS, POISONS, CORROSIVES, NON-CORROSIVE AQUEOUS SOLUTIONS, GLUTARALDEHYDE, PHOTOCHEMICALS, FIXER, DEVELOPER, NEUTRAL CLEANERS, COMPATIBLE MIXTURES, AMMONIA, ACIDS, BASES, METALS (LIQUID OR SOLID), OIL FILTERS, ABSORBANT, CONTAMINATED SOIL, CHLORINATED LIQUIDS, REFRIG. OIL, FREON, COLD STERILE, VAPO STERILE, CONTAMINATED OIL, VAPOR DEGREASER, PAINT RELATED MATERIALS, EPOXY PART B (HARDENER)	\$55/ 1 GAL CONTAINER \$275/ 5 GAL CONTAINER (LIQUID) OR \$5.50/LB (SOLID)
	CONTAINER CHARGE, PRICE REGARDLESS OF AMOUNT OF MATERIAL	
OTHER	PROPANE TANKS	16.4 OZ \$10 5 GAL \$50
	FLOURESCENT TUBES HANDLING FEE APPLIES	\$0.24/FT + HANDLING FEE
	FIRE EXTINGUISHERS	\$10 SMALL \$20 LARGE
	REACTIVES, OXIDIZERS, MERCURY, EXPLOSIVES, ASBESTOS, RADIOACTIVE MATERIALS, CYANIDES, PRESSURIZED CYLINDERS, PCBs, EMPTY DRUMS	VARIES SEE ED OR PETER
	MINIMUM CHARGE/HANDLING FEE	\$40.00
	HOURLY OFFICE FEE (IF NECESSARY)	\$40.00/HR.

PRICES AS OF 7/01/02. PRICES SUBJECT TO CHANGE. FOR QUESTIONS CALL (408) 299-7300.

Attachment E

HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

1: PURPOSE

The purpose of the Household Hazardous Waste Emergency plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment will provide clarification to local jurisdictions about services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the City HHW Coordinators is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door -to-door notices, roadside signs, signs on dumpsters, radio public service announcements, and television public access stations. Be aware of communities where multiple language ads will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit, for special collection of household hazardous waste, from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected can be transported with the HHW Program's hazardous waste transportation vehicle. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the BOP Centers.

The CoHHWCF are located at:

- *Sunnyvale Recycling Center, 164 Carl Ave., Sunnyvale*
- *Tenth Street Center, 1600 10th Street, San Jose*
- *San Martin, 13055 Murphy Ave, San Martin*

6. Costs, Documentation and Reimbursements

Cities will be billed on a cost recovery basis commensurate with the charges specified in the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Attachment D of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Emergency Planning Contacts and Personnel

Primary County Contact: Department of Environmental Health
Household Hazardous Waste Program
Ed Ramos
Hazardous Material Specialist
408-299-7300

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Santa Clara County

Department of Environmental Health
Hazardous Materials Compliance and Solid Waste enforcement Division
Antone Pacheco
Director
408-918-1958

Information and Public Affairs

2800 Meadowview Road
Sacramento, CA 95832
916/262-1843
916/262-1841 (voice/TDD)

OES - Coastal Region

1300 Clay Street, Suite 400
Oakland, CA 94612
510/286-0895
510/286-0877 (voice/TDD)

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.